IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.143 OF 1998

Yogendra Tripathi. ..Petitioner.

Vs.

M/s. SIS Media Pvt. Ltd. ..Respondent.

Mr. Manoj Mohod i/by Sajan Ommen for the Petitioner.

CORAM : A.M. KHANWILKAR, J.
DATED : 21/7/2005.

P.C.:

1. Heard counsel for the petitioner. None appears for the respondent company though served,. No reply has been filed opposing this petition. The case of the petitioner that the petitioner had provided services to the respondent company as per their request and submitted bills from time to time. Initially the respondent company paid the bills but later on started making part payment. As a result of which the total outstanding amount receivable by the petitioner from the respondent company is to the tune of Rs.1,01,140.40ps. as on October,1997. Inspite of repeated reminders, amount was not received. The petitioner sent statutory notice on 16.10.1997. Inspite of service of statutory notice, no reply was sent nor any payment was made to the

petitioner. Eventually, the petitioner has filed the present petition on 21.1.1998 which was admitted in terms of conditional order dated 21.7.1998. A copy of the conditional order passed requiring the respondent company to deposit the subject amount within three months was duly served upon the respondent company In spite of the service of the said order as well as company petition, neither the respondent appeared nor deposited any amount in this court in terms of the order dated 21.7.1998. As a consequence, company petition came to be admitted and directed to be advertised and published. The respondent has not filed reply to the present petition nor deposited the amount in terms of the conditional order which has become final. As mentioned earlier, the respondent company failed to sent any reply to the statutory notice. Moreover, no reply has been filed in response to the company petition. In that sense, the assertions made in the petition have remained uncontroverted. It necessarily follows that the respondent company has failed to rebut the legal presumption arising against it that it is unable to pay its debt. The only course open before this court, in such situation, is to allow the petition in terms of prayer clause (a) and (b). Ordered accordingly.

(A.M. KHANWILKAR,J.)